

Esteemed Office of Retail Market Development, please consider MidAmerican Energy's questions and comments on your proposed strawman:

2. Applicability

Please add language that defines the 15,000 annual usage at the aggregated account level. That way the guard house at an industrial complex does not qualify.

Section I:2. Do Not Contact List

Since the Illinois electric choice statute prohibits release of specific customer information without customer consent, the concept behind the gas "do not call" list issue is moot. MidAmerican would prefer to simplify this concept by limiting marketing efforts to customers who are not on the "National Do Not Call" list, a protection that is already in place.

Section I:4.ii) In-Person Marketing

Suggested clarification:

(ii) **At the time a customer elects to enroll with the supplier**, the sales agent **must** read to the customer all items within the uniform disclosure statement. The minimum list of items to be included in the disclosure statement is contained in the uniform disclosure requirements section below. Additionally, the sales agent **is required to leave a copy of the** written uniform disclosure statement **with the customer, which shall be a separate document from the Letter of Authorization. The Letter of Authorization shall contain a statement that he customer has read and understood the terms and conditions contained in the uniform disclosure statement.**

Section I:7.i) Online marketing

Please add "service territory (LDC), annual or monthly billing (in dollars and/or usage)" after 'zip code' so the supplier can determine the product best suited to the customer's current usage.

Section II:3. Contract expiration and renewal offers

(i) A fifty-day contract expiration date is prohibitive for mass market products that discount off the utility rate. The utility rate is not set 50 days prior to the May meter read date each year. This prohibits a supplier from making a potential renewal offer rather than terminating the contract, ultimately limiting customer options. A 30-day notification period allows the supplier to evaluate an offer (knowing the utility rate) and also gives the customer a full 20 days to switch to another supplier (assuming the 10-day rescission period).

(ii.5) Would it be more helpful to tell the customer when they would need to select another supplier before they return to the utility? Forty-five days can be misleading—as long as the customer enrolls 10 days prior to their meter read date—they can switch to another supplier.

(iii) Limiting evergreen renewal clauses to 31 days will likely limit renewal clauses to monthly, market based rates. MidAmerican recommends expanding these options to give suppliers more flexibility in renewing customers on the same type of product the customer originally enrolled.

For example, evergreen clauses for up to 12 months are allowed if:

The customer is allowed to cancel, without penalty, up to 60 days under the renewal offer, OR
The customer termination fee to exit the agreement is equal to or under \$150/per account.

Section II:4. Assigning customers to a different supplier

Will this only be permitted to happen when a supplier goes out of business, or can suppliers assign customers on a routine basis?

Section III Uniform Disclosure Requirements

If all 14 of these points are specifically covered in the supplier's sales contract with the customer, or read aloud during a telemarketing call, MidAmerican believes that the customer is in full possession of the knowledge needed to switch energy suppliers and no additional separate document is needed.

Section IV:2.(iii)(1)(B) Informal complaints.

MidAmerican objects to the proposal that the supplier must notify the utility that it has resolved a complaint on a 3-way call, unless there is a similar provision that the utility would notify a supplier of a similar dispute and resolution. Suppliers in the UCB/POR world should argue about whether a utility can remove the charges, or whether it is the supplier's requirement.

Section IV:3.i) Disclosure of ARES' level of customer complaints

MidAmerican objects to disclosure of ARES complaints, as utilities are not required to submit such reports. Which complaints does Staff believe need to be published, as this is not identified here; all disputes, all informal and formal Commission complaints? Will the customers know that when they file a complaint, it will become public on a web site, because I believe they will object to confidential billing matters becoming a focus of public scrutiny?

ii) As a follow-up to the previous paragraph, MidAmerican is not comfortable with the Commission Staff preparing a consumer complaint report and developing a ranking system for supplier complaints.

Overall, suppliers must minimize processing and administrative costs to make any money in these small markets, and additional marketing, billing, and reporting requirements all add to this burden. A process for customer complaints currently exists with the Consumer Services staff to address customer concerns, which have been minimal at worst. Try not to over-engineer for this market.

Please let me know if you have any questions on any of these points.

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